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AUTHOR Levenstein, Aaron, E.
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ABSTRACT

The impact of the Supreme Court Decision, "National Labor Relations Board versus Yeshiva University," on collective bargaining at colleges and universities is considered. The basic thrust of the majority decision is that faculty are not under the umbrella of the National Labor Relations Act and that administration may refuse to negotiate with a union representing faculty if they are "managerial." In simplest terms, the Court has said that the National Labor Relations Board may not certify a union of faculty or require the administration to deal with it if the faculty are endowed with managerial status sufficient to remove them from the coverage of the Act. Among the questions considered are the following: (1) What criteria must be met by a private institution if it is to be relieved of the duty to bargain? (2) When are faculty deemed to be "managerial" and therefore denied the protection of the Act? (3) What alternatives are open to administrations that have been dealing with a union but are now no longer compelled to do so? (4) What recourse still remains available to the unions that are directly affected? (5) Will governance structures undergo change as a result of pressures created by the Yeshiva decision? and (6) How will bargaining in public universities and colleges be altered by the new development in the private sphere? A chart provides information by state and school on faculty contracts and bargaining agents in private institutions. (SW)

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NEWSLETTER

NATIONAL CENTER FOR THE STUDY OF COLLECTIVE BARGAINING IN HIGHER EDUCATION

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THE YESHIVA CASE
SPECIAL ANALYSIS

U S DEPARTMENT OF HEALTH, EDUCATION & WELFARE
NATIONAL INSTITUTE OF EDUCATION

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THE IMPACT OF THE SUPREME COURT DECISION

A ten-year policy of the National Labor Relations Board has been reversed. But the impression created by the general press that the *Yeshiva* case has ended collective bargaining in private institutions of higher education is inaccurate. Many such universities and colleges will still be subject to mandatory collective bargaining under the provisions of the National Labor Relations Act.

Others, however, will find they are no longer obliged to sit down at the bargaining table with a faculty union, but only a careful analysis of the facts in the individual case can be determinative. The 5-4 decision of the High Court, as the majority opinion indicates, is not dispositive of all the possible issues. Both administration and the unions now need answers to the following questions:

- What criteria must be met by a private institution if it is to be relieved of the duty to bargain?
- When are faculty deemed to be "managerial" and therefore denied the protection of the National Labor Relations Act?
- What alternatives are open to administrations that have been dealing with a union but are now no longer compelled to do so?
- What recourse still remains available to the unions that are directly affected?
- Will governance structures undergo change as a result of pressures created by the *Yeshiva* decision?
- How will bargaining in public universities and colleges be altered by the new development in the private sphere?

These and other questions of a like nature are discussed in the following pages. The parties will be well advised to tread warily, with due regard to the details of the conclusion reached by the Court majority. The Court of Appeals had said expressly: "We stress that our function is not to examine *in vacuo* the governance procedures of all four-year private institutions of learning. . .Given the great diversity in governance structure and allocation of power at such ['mature'] universities it is appropriate to address ourselves solely to the situation at the institution involved in this proceeding." (*N.L.R.B. v. Yeshiva University*, 592 F. 2d 686 (1978))

The Supreme Court majority opinion, written by Mr. Justice Powell, makes the same point in a somewhat different fashion. It chides the minority for basing its argument on generally observed practice in higher education and asserts that "our decision must be based on the record before us." *(Footnote 29)* If the Court's decision is to be understood and adapted to the needs of individual institutions that record must be examined in detail. The majority also note that the precedents on which they rely, taken from the industrial context, "provide an appropriate starting point for analysis in cases involving professionals alleged to be managerial." This is elaborated in the concluding footnote:

> We recognize that this is a starting point only, and that other factors not present here may enter into the analysis in other contexts. It is plain, for example, that professors may not be excluded [from the protection of the National Labor Relations Act] merely because they determine the content of their own courses, evaluate their own students, and supervise their own research. There thus may be institutions of higher learning unlike Yeshiva where the faculty are entirely or predominantly nonmanagerial. There also may be faculty members at Yeshiva and like universities who properly could be included in a bargaining unit. It may be that a rational line could be drawn between tenured and untenured faculty members, depending upon how a faculty is structured and operates. But we express no opinion on these questions, for it is clear that the unit approved by the Board was too broad. *(Footnote 31)*

The Immediate Effect

Most directly affected by the Supreme Court decision are the private institutions of higher education in which faculty unions have already been certified or have been otherwise recognized as bargaining agents for faculty and staff. On the basis of the data accumulated by the National Center, as of January 1980 there were 86 such institutions, with 70 separate collective bargaining agreements in effect. (See Tables I and II.) The list itself, taken from the National Center's forthcoming annual *Directory of Faculty Contracts and Bargaining Agents in Institutions of Higher Education*, is reproduced on page 8. Significantly, the bulk of the institutions with authorized bargaining representatives are four-year colleges - - 74 by our count.

All are touched by the *Yeshiva* decision, and it can be expected that a widespread reevaluation is in the cards. The institutions with 70 contracts are, in all probability, still bound by the provisions. On their expiration, the institution, if it meets the *Yeshiva* tests, is free to pursue either of these alternatives:

1. It may refuse further recognition of the union.

2. It may negotiate a new contract, but it can threaten at the bargaining table that if its terms are not met or if the union insists on raising certain issues, it will refuse to sign a contract.

TABLE I
PRIVATE INSTITUTIONS
RECOGNIZED BARGAINING AGENTS

AFFILIATION	4-Year and Professional Schools	2-Year	2/4 Year	Total
AAUP	23	1	1	25
AAUP/Independent	1	-	-	1
AFT	26	6	-	32
NEA	15	2	-	17
Independent	12	2	-	14
Total	77*	11	1	89**

*74 institutions, 3 of which have 2 faculty bargaining units.
**86 institutions, 3 of which have 2 faculty bargaining units.

TABLE II
PRIVATE INSTITUTIONS
CONTRACTS WITH BARGAINING AGENTS

AFFILIATION	4-Year and Professional Schools	2-Year	2/4 Year	Total
AAUP	19	1	1	21
AAUP/Independent	1	-	-	1
AFT	21	5	-	26
NEA	13	2	-	15
Independent	6	1	-	7
Total	60	9	1	70

3. It may proceed, as formerly, to renegotiate a contract in the interest of maintaining stable relations.

What concerned the minority of the Supreme Court may well come to pass: increased conflict on college campuses, thus defeating the purpose of the National Labor Relations Act, which is to prevent strikes by requiring recognition of and negotiation with properly designated bargaining agents. The dissent, written by Mr. Justice Brennan, says:

> Today's decision, however, threatens to eliminate much of the administration's incentive to resolve its disputes with the faculty through open discussion and mutual agreement. By its overbroad and unwarranted interpretation of the managerial exclusion, the Court denies the faculty the protections of the NLRA, and in so doing, removes whatever deterrent value the Act's availability may offer against unreasonable administrative conduct. Rather than promoting the Act's objective of funneling dissension between employers and employees into collective bargaining, the Court's decision undermines that goal and contributes to the possibility that "recurring disputes [will] fester outside the negotiation process until strikes or other forms of economic warfare occur." (Citing *Ford Motor Co. v. NLRB*, 441 U.S. 488, 499 (1979))

The minority supports this position by reciting the following economic data in Footnote 16:

> University faculty members have been particularly hard-hit by the current financial squeeze. Because of inflation, the purchasing power of the faculty's salary has declined an average of 2.9% every year since 1972. Real salaries are thus 13.6% below the 1972 levels.

> [Citing sources] Moreover, the faculty at Yeshiva has fared even worse than most. Whereas the average salary of a full professor at a comparable institution is $31,100, a full professor at Yeshiva averages only $27,100... In fact, a severe financial crisis at the University in 1971-1972 forced the president to order a freeze on all faculty promotions and pay increases.

To this, the majority retorts that such considerations are irrelevant: "Nor can we decide this case by weighing the probable benefits and burdens of faculty collective bargaining...That, after all, is a matter for Congress, not this Court." *(Footnote 29)*

The Managerial Test

The basic thrust of the majority decision is that faculty are not under the umbrella of the National Labor Relations Act and that administration may refuse to negotiate with a union representing faculty if they are "managerial." In simplest terms, the Court has said that the National Labor Relations Board may not certify a union of faculty or require administration to deal with it if the faculty "are endowed with 'managerial status' sufficient to remove them from the coverage of the Act." Just what would be the indicia of such a managerial role vested in the faculty?

Before an administration can give an affirmative answer it must look at the following factors:

1. *Could the institution be properly described as a typical "mature" private university or college in which authority is "divided between a central administration and one or more collegial bodies"?*

Because such terms are likely to require further definition, it can be expected that future cases will revolve around the question of whether the institution qualifies as "mature". The characterization was derived by the Court majority from J. Victor Baldridge's *Power and Conflict in the University*. Parties interested in exploring the elements involved in a determination of maturity would do well to consider also the distinction between "upper tier" and "lower tier" institutions made by Ladd and Lipset in their *Professors, Unions, and American Higher Education* (American Enterprise Institute for Public Policy Research, Washington, D.C., 1973), originally prepared for the Carnegie Commission on Higher Education. They write, at pages 16-17:

> "We are the university" is a valid description of the standing of professors at the top of the academic hierarchy, but it decidedly does not hold for teachers at many lesser institutions. This is an important reason why the Carnegie survey data show faculty receptivity to unionization lowest at universities and generally at elite centers of higher education, and strongest at two-year colleges and other schools of low scholarly standing. Since the enormous expansion of higher education over the past decade has occurred disproportionately at the lower levels, in institutions where faculty independence, hence professional standing, is tenuous at best, we have identified one component of the increased receptivity to unionism in the academic community.

It is highly dubious that two-year institutions will be able to meet the test of "maturity."

Defining the Authority

2. *Are the authority of the faculty under the by-laws of the institution and its practices of such a nature that they can be described as truly managerial?*

The Supreme Court's criterion is that "managerial employees must exercise discretion within or even independently of established employer policy and must be aligned with management." It should be noted that the dissenters disagreed with the majority on the degree of independence enjoyed by Yeshiva faculty and on the question of whether the faculty, in adopting certain decisions, are aligned with management. This can still prove to be a sticky question in future cases. The majority, apparently recognizing the looseness of the present criteria, say: "Although the Board has established no firm criteria for determining when an employee is so aligned [with management], normally an employee may be excluded as managerial only if he represents management interests by taking or recommending discretionary actions that effectively control or implement employer policy."

Describing the unique position that faculty occupy under a "collegial" system of "governance," the Court holds that the mere fact of professionalism does not disqualify instructors from performing a managerial role. It holds that the employer institution is entitled to "the undivided loyalty" of its representatives who are thus "aligned" with management.

The dissenters, on the other hand, argue that all employees are "aligned" with management in many respects. In the case of faculty, they add, "the notion that a faculty member's professional competence could depend on his undivided loyalty to management is antithetical to the whole concept of academic freedom."

Effect of Faculty Recommendations

3. *Do the faculty have the power to make "effective" decisions or recommendations "in the interest" of the institution?*

The majority opinion notes that even supervisory personnel are excluded from mandatory bargaining, but it does not pass on the question of faculty's supervisory status because the managerial exclusion is sufficient to resolve the issue at Yeshiva. Since faculty's supervisory role may also be grounds for exclusion, it is helpful to examine the provisions of Sec. 2(11) of the Act which defines a supervisor as follows:

> The term "supervisor" means any individual having authority, *in the interest of the employer*, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees, or responsibility to direct them, or to adjust their grievances, or to *effectively recommend such action*, if in connection with the foregoing the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Emphasis added)

Responding to the argument of the Yeshiva faculty union, the Court points out that the Board itself does not suggest "that the role of the faculty is merely advisory and thus not managerial." But Justice Powell adds *(Footnote 17)*:

> The Union does argue that the faculty's authority is merely advisory. But the fact that the administration holds a rarely exercised veto power does not diminish the faculty's effective power in policymaking and implementation. . .The statutory definition of "supervisor" expressly contemplates that those employees who "effectively. . .recommend" the enumerated actions are to be excluded as supervisory. . .Consistent with the concern for divided loyalty, the relevant consideration is effective recommendation or control rather than final authority. That rationale applies with equal force to the managerial exclusion.

Similarly the Court dismisses the argument that since the statute expressly includes professional employees faculty, *qua* professionals, are covered. The majority point out that professionals may still have a managerial or a supervisory role, and that such a role, despite their professional status, has disqualified them in other cases.

Issues of Fact

Before any administration can decide that it is immune from NLRB interventions, it must be clear on the extent of faculty authority. A pro forma system of collegiality in which the faculty do not have any genuine impact on appointments, reappointments, tenure, and other decisions of import may not stand up as a defense against NLRB jurisdiction.

In the Yeshiva case, the majority felt that the Board had failed to come up with the relevant findings of fact. Justice Powell's decision is quite emphatic on this point. He says: "The absence of factual analysis apparently reflects the Board's view that the managerial status of particular faculties may be decided on the basis of conclusory rationales rather than an examination of the facts of each case." It should be remembered that ordinarily the Supreme Court defers to the Board's findings of fact; in this case, however, the Board reasoned primarily from general conclusions on prevailing campus practises, and the majority therefore preferred to accept the Court of Appeals' view on the evidence that "the faculty of Yeshiva University 'in effect, substantially and pervasively operat[e] the enterprise.'"

That is the ultimate test. In actual practice, it must be anticipated that there will be controversy about the alleged facts. In the future, the NLRB may be expected to give close scrutiny to the governance system in determining questions of representation. In so doing, it is likely to pursue the direction taken by the minority which said on this point that the majority conclusion was "bottomed on an idealized model of collegial decisionmaking that is a vestige of the great medieval university. But the university of today bears little resemblance to the 'community of scholars' of yesteryear." It should not be overlooked that the majority conclude by reiterating their willingness to give due deference to the Board's findings of fact: "As our decisions consistently show, we accord great respect to the expertise of the Board when its conclusions are rationally based on articulated facts and consistent with the Act."

This still leaves some latitude for the Board to find that a sufficient degree of managerial authority does not exist in individual cases, particularly in view of the discrepancies in the range of faculty powers from campus to campus.

The Facts at Yeshiva

Administrators henceforth will compare their own governance system with the situation at Yeshiva, as found by the majority of the Court:

(a) "Their (the faculty's) authority in academic matters is absolute."

(b) "The record shows that faculty members at Yeshiva also play a predominant role in faculty hiring, tenure, sabbaticals, termination and promotion."

(c) "They decide what courses will be offered, when they will be scheduled, and to whom they will be taught."

(d) "They debate and determine teaching methods, grading policies, and matriculation standards."

(e) "They effectively decide which students will be admitted, retained, and graduated."

(f) "On occasion their views have determined the size of the student body, the tuition to be charged, and the location of a school."

(g) "The faculty at each school effectively determine its curriculum, grading system, admission and matriculation standards, academic calendars, and course schedules."

(h) "Faculty welfare committees negotiate with administrators concerning salary and conditions of employment."

(i) "Although the final decision is reached by the central administration on the advice of the dean or direc-

tor, the overwhelming majority of faculty recommendations are implemented."

(j) "Even when financial problems in the early 1970s restricted Yeshiva's budget, faculty recommendations still largely controlled personnel decisions made within the constraints imposed by the administration."

(k) "Some [of the University's] faculties make final decisions regarding the admission, expulsion, and graduation of individual students. Others have decided questions involving teaching loads, student absence policies, tuition and enrollment levels, and in one case the location of a school."

(l) Administrators in two schools testified that "no academic initiative of either faculty had been vetoed since at least 1969."

(m) When the faculty of one of the colleges "disagreed with the dean's decision to delete the education major, the major was reinstituted."

Impact on Governance Structures

An interesting question is raised by the possibility that institutions not able to meet the criteria of the *Yeshiva* case may move in the direction of increasing faculty authority in order to render them "managerial" within the Supreme Court majority.

The minority raises this possibility in the broader context of industry as a whole. First, it declares that "the frequency with which an employer acquiesces in the recommendations of its employees" will not "convert them into managers or supervisors. Rather, the pertinent inquiries are who retains the ultimate decisionmaking authority and in whose interest the suggestions are offered." The majority had dismissed both of these contentions by pointing out, first, that in industry the ultimate authority is beyond the reach of the managers, being vested in the Board of Directors, and that this does not destroy the managerial status; secondly, the majority found that faculty decisions were indissolubly intertwined with the institutional interest so that the faculty, in making the putative managerial decisions, was not acting "in its own interest."

In general, however, the minority was concerned that an employer now clearly covered by the Act might escape the burdens of mandatory bargaining by revising internal procedures and thus "deny its employees the benefits of collective bargaining on important issues of wages, hours and other conditions of employment merely by consulting with them on a host of less significant matters and accepting their advice when it is consistent with management's own objectives."

Nevertheless, there would seem to be little doubt that a college or university, by revising its governance structure, could conceivably bring its faculty into a framework that the majority would accept as "managerial." That may not always be easy. As all parties to the current controversy have acknowledged, university structure is truly unique. Campus bargaining differs from the normal course encountered in industry not only because of the fact of professionalism but also because of the extraordinary "duality of authority" that exists in academe.

"Duality of Authority"

This aspect of the problem is not explored in either the majority or the minority opinion, but it is certain to play a part in the way the *Yeshiva* doctrine evolves in the future. The concept of a "parallel authority structure" prevailing in higher education institutions has been described by Baldridge in the work referred to above (John Wiley & Sons, Inc., New York, 1971, pp. 114-5):

> The university's bureaucracy is not only multilayered but characterized by complicated parallel authority structures. At least two authority systems seem to be built into the university's formal structure. One is the bureaucratic network, with formal chains of command running from the trustees down to individual faculty members and students. Many critical decisions are made by bureaucratic officials who claim and exercise authority over given areas. As long as they go unchallenged they are free to exercise their authority. This is more often true in the relatively "routine" types of administration than in the "critical" areas; for example, a bureaucrat might act on his own authority in admissions processing, but in the critical area of changing the admissions standards, he would hesitate to act without consulting the faculty.

To bring the faculty clearly within the parameters of the managerial function may very well require alterations in this traditional model of a balanced duality, with a recognition of fairly well defined spheres of authority allocated to faculty and to administration.

NATIONAL CENTER NEWSLETTER

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Discontinuing Past Relationships

Obviously, the major impact of the decision will be on those campuses where organization has been under way or where NLRB elections are pending. It can be safely assumed that in most such situations the administration will sit tight under the shelter of the *Yeshiva* decision and will insist that no election take place or that, absent an agreement already negotiated, it has no duty to bargain.

A more difficult question now on the agenda at some 70 private institutions is whether an administration that has maintained contractual relations in the past with a faculty union should sever the relationship on completing present contractual obligations.

Here are some of the considerations that such administrations may find it advisable to weigh:

1. Does the institution have good reason to believe that its faculty can be viewed as "managerial" in line with the *Yeshiva* criteria? To miscalculate on this may lead to unfair labor practice charges under Sec. 8(a) of the National Labor Relations Act and prolonged litigation.

2. What has been the nature of past relationships with the faculty union? If they have been good and have contributed to stability and the systematic "handling of grievances with a minimum of grief," it may be desirable to continue dealing with it. This would be the case if there is danger that the union may be supplanted by a more militant organization that will resort to strikes as a method of obtaining recognition.

To be sure, a union that cannot gain the protection of an NLRB certification would enter a strike with certain disadvantages. Its leaders and its participants could be subjected to discriminatory discharge, and the Board could not entertain an unfair labor practice charge. On the other hand, in most cases the Norris-La Guardia Anti-Injunction Act would still serve effectively to bar a federal court order against the strike. The courts would undoubtedly hold that such a strike arises out of a "labor dispute" which is defined in the statute as "any controversy concerning terms or conditions of employment, or concerning the association or representation of persons in negotiating, fixing, maintaining, changing, or seeking to arrange terms or conditions of employment..."(Sec. 13(c))

3. How strong is the incumbent union, and what are likely to be the methods of retaliation to which the union will resort if its existence is thrown into question? If faculty does play as strong a managerial role as the Supreme Court describes at Yeshiva, it may very well be in a position to sabotage the institution by insisting on transferring the traditional collective bargaining issues — compensation, workload, etc. — to the governance machinery. The net effect might well be to disrupt the academic decision-making.

4. What is likely to be the effect on faculty morale? The elimination of collective bargaining on a campus that once practised it may result in disgruntled faculty members who reduce their commitment and even seek appointments elsewhere. There is also the possibility that tenured faculty, less vulnerable to discipline and relying on the theme of academic freedom to which the minority opinion refers, may adopt an adversary stance towards the administration.

5. Does administration now have greater leverage at the bargaining table? Some institutions may feel that continuing to negotiate with the union is desirable because their hand has been strengthened at the bargaining table by the Supreme Court decision. Note that the decision has simply prohibited the NLRB from compelling bargaining; administrations *may* negotiate if they wish or may be compelled to do so by another arbitrament—the strike. In either case, however, the administration will not be under a legal mandate to "bargain in good faith," and may threaten to withdraw entirely if it is dissatisfied with the way negotiations are going.

6. What is the competitive situation? Even though this is a "buyer's market" for faculty recruiters, institutions must still consider the economic aspects involved in attracting good faculty. Note that the public institutions, being subject to state and local statutes, are not affected by the Supreme Court decision directly. This is so in 24 jurisdictions, and even if a drive begins now to repeal mandatory bargaining for faculty in the public institutions, it will take a long time before any change occurs—if change does come.

Meanwhile, the paradox of public employees being entitled to bargaining rights while faculty in the private institutions are denied them may well produce a widening gap in compensation, hours and working conditions. Already a number of the private institutions have been heard to complain that they are losing their best faculty to the public campuses.

Somewhere down the pike there may also be concern about the fact that the non-faculty personnel of the institution are untouched by the Supreme Court decision. As these employees continue to press, through their protected unions, for an ever greater share of the tightening university budget, there may be further danger of a narrowing gap between the non-professionals and, at least, the lower levels of faculty in the private institutions.

Where Negotiations Continue

If the administration decides to continue dealing with the union even though it has the legal right to discontinue, two alternatives are possible: (1) the university may bargain as it did before, but with the awareness that the union's bargaining position has been weakened; or (2) it may insist on limiting the scope of bargaining without any fear of NLRB intervention.

Already an administrator in a Northeastern private university is quoted as saying that his Board of Trustees may seek to limit the subjects of negotiation to salary and related economic issues. "We could recognize the union as a business agency but refuse to negotiate managerial matters like the election of department chairmen," he said.

This raises an interesting aspect of the change wrought by the Supreme Court decision. Because it holds that the faculty in private institutions are managerial, the Court withdraws *all* subjects from mandatory bargaining. State Public Employment Relations Boards, however, have generally followed another course. Because they consider

faculty to be employees with bargaining rights, the PERBs have tended to rule that the unions may compel bargaining on "wages, hours and other terms and conditions of employment," but may not demand bargaining on topics traditionally left to the governance machinery and viewed as educational decisions—e.g., teacher evaluation procedures, participation of faculty in budget formulation, fixing student contact time. It is possible that the *Yeshiva* decision henceforth may have an indirect effect on the thinking of PERBs in deciding scope-of-bargaining issues.

Impact on the Public Institutions

The *Yeshiva* decision, of course, does not alter the legal status of bargaining in the more than 300 institutions that deal with faculty unions and that operate under approximately 250 separate contracts. But in some states that are in the midst of considering legislation authorizing faculty bargaining in public institutions, like Ohio and Wisconsin, the Supreme Court decision is likely to slow down, if not defeat, the effort. The argument will be that if the faculty in private institutions are really managerial, so too are faculty in state universities and college systems.

Indeed, at this point an anomaly has been created: for the first time, employees in public institutions are being accorded greater bargaining rights than employees of private institutions. One can expect a strong movement for revision or even repeal of legislation giving Public Employment Boards powers over faculty in state and local colleges similar to those formerly exercised by NLRB over faculty in the private institutions.

Such legislative action, however, would take considerable time and may not be successful. The courts may be immune to pressure from organized groups; the justices do not have to stand for reelection. But legislators may not be eager to offend a highly articulate, well organized group of educators, especially those with ties to local labor organizations.

One immediate effect of the Supreme Court decision on the public institutions is that the PERBs in the various jurisdictions may be forced to alter their policies on unit determination. By and large, the state and local agencies have tended to follow the lead of the NLRB and the federal courts. It is possible that categories once included in the bargaining unit—for example, chairpersons—may now be excluded. So, too, there may be more fragmentation of units, with agencies more willing to establish separate units for non-tenured faculty and part-timers. Similarly, in the private institutions, such fragmentation may produce units of adjuncts and the lower ranks like instructors and lecturers, who under the governance system have no voice or vote on personnel or policy matters.

Impact on the Unions

The decision is obviously a heavy blow to faculty unionization, and has been recognized as such by the three leading organizations—the American Association of University Professors, the American Federation of Teachers (AFL-CIO), and the National Education Association. To be sure, the union at Yeshiva was unaffiliated, but the Court's ruling affects all.

One spokesman for AAUP thinks the decision may ultimately redound to its benefit in that faculty will again have to turn to an organization that is primarily a "professional association," the role originally played by AAUP before its rivals forced it to take up the bargaining challenge. But it would be a mistake to assume that the phenomenon of faculty unionization has run its course. The national unions have a strong base, and the independents may now feel greater pressure to affiliate. *The New York Times* quite correctly headlines a section of its report on the decision: "Death Threats Are Premature."

How deeply the individual faculty unions have been affected by the *Yeshiva* decision is spelled out in Table II, which shows the number of contracts they have at stake. It is almost a certainty that the three national organizations have sufficient political clout to get Congress at least to consider the kind of amendments to the NLRA that the health care industry achieved in 1974, which brought both the professional and non-professional hospital personnel clearly within the confines of the Act.

How the faculty organizations decide to fight back remains to be seen. It is possible that they may forget their long-standing differences to carry on a joint campaign for new federal legislation and to defend existing state legislation granting bargaining rights. It is not wholly inconceivable that the new situation may have the same effect on them as the Taft-Hartley amendments had in bringing about the unification of the AFL-CIO.

NATIONAL CENTER NEWS AND NOTES

Eighth Annual Conference. The Eighth Annual Conference of the National Center is scheduled for Monday and Tuesday, April 28 and 29, at the Biltmore Hotel, New York City. The theme is "Campus Bargaining in the Eighties: A Retrospective and a Prospective Look."

Computer Program. The University Labour Agreements Data Bank computer maintained jointly by the National Center and McGill University, Montreal, has now completed the reprogramming phase and expects to be on line by the Fall. This new program is intended to serve as the most sophisticated depository yet devised for collective bargaining in higher education, and will be made available to both researchers and practitioners in the field.

On the Press. In production at the present time are the *Proceedings* of the 1979 Conference of the National Center and its new publication, *Contract Development in Higher Education.* The latter is a book-length guide to provisions, clauses and counterproposals for use by all parties, mediators and arbitrators concerned with contract issues.

A Citation. The staff of the National Center congratulate their colleague Molly Garfin on the fact that the *Directory of Faculty Contracts and Bargaining Agents in Institutions of Higher Education* prepared under her supervision was cited as authority by Mr. Justice Brennan in his dissent in the *Yeshiva* case.

FACULTY CONTRACTS AND BARGAINING AGENTS IN PRIVATE INSTITUTIONS

Institutions (by State)	2/4 Year	Current Bargaining Agent	Year Current Agent Elected or Recognized	Year Initial Contract Signed*
CALIFORNIA				
Claremont Colleges	4	Indep.	n.a.	1972
University of San Francisco	4	Indep.	1975	1976
University of San Francisco Law School	4	Indep.	1973	—
COLORADO				
Colorado Women's College	4	AAUP	1979	—
Loretto Heights College	4	NEA	1972	1973
Regis College	4	AAUP	1973	1973
CONNECTICUT				
Mitchell College	2	AFT	1975	1975
Post College	4	AAUP	1978	1979
Quinnipiac College	4	AFT	1975	1975
University of Bridgeport	4	AAUP	1974	1974
University of New Haven	4	AFT	1979	1976
DISTRICT OF COLUMBIA				
Antioch College School of Law	4	AFT	1976	1976
Catholic University of America Law School	4	Indep.	1977	—
Mount Vernon College	4	AAUP	1977	—
FLORIDA				
Florida Memorial College	4	UFF/AFT	1979	—
Saint Leo College	4	UFF/AFT	1979	1978
ILLINOIS				
Central YMCA Community College	2	AFT	1976	1977
Kendall College	2	AFT	1976	—
IOWA				
College of Osteopathic Medicine—Surgery	4	AFT	1975	1976
University of Dubuque	4	NEA	1973	1973
University of Dubuque Seminary	4	NEA	1973	1974
MAINE				
Nasson College	4	AFT	1977	1979
MASSACHUSETTS				
Becker Junior College	2	AFT	1974	1975
Boston University	4	AAUP	1975	1979
Curry College	4	AAUP	1979	—
Emerson College	4	AAUP	1975	1976
Endicott College	2	NEA	1973	1974
Laboure Junior College	2	NEA	1975	1979
Wentworth Institute of Technology	4	AFT	1973	1976
MICHIGAN				
Adrian College	4	NEA	1975	1977
Detroit College of Business	4	NEA	1973	1971
Detroit Institute of Technology	4	NEA	1977	1979
Shaw College at Detroit	4	NEA	1975	1980
University of Detroit	4	NEA	1975	1977
MISSOURI				
Cottey College	2	AFT	1976	1977
Park College	4	AFT	1976	1977
Stephens College	4	AFT	1979	—
NEW HAMPSHIRE				
Franklin Pierce College	4	AFT	1974	1974
NEW JERSEY				
Bloomfield College	4	AAUP	1973	1975
Fairleigh Dickinson University	2/4	AAUP	1974	1975
Monmouth College	4	AAUP	1978	1971
Rider College	4	AAUP	1973	1974
Stevens Institute of Technology	4	AAUP	1976	1977
Union College	2	AAUP	1974	1975
NEW MEXICO				
University of Albuquerque	4	AFT	1979	—
NEW YORK				
Adelphi University	4	AAUP	1972	1973
Bard College	4	AAUP	1972	1973
Cooper Union	4	AFT	1976	1978
Daemon College	4	AAUP	1979	—
Dowling College	4	NYSUT/AFT	1978	1979
D'Youville College	4	AAUP	1976	1977
Fordham University Law School	4	Indep.	1971	—
Hofstra University	4	AAUP	1973	1974
Ithaca College	4	NYSUT/AFT	1978	—
Long Island University Brooklyn Center	4	AFT	1976	1972
College of Pharmacy	4	AAUP	1978	1979
Long Island University C.W. Post Center	4	AFT	1976	1975
Adjunct Faculty	4	NEA	1978	1979
Long Island University Southampton Center	4	AFT	1976	1974
Marymount College	4	AAUP	1976	1977
New York Institute of Technology	4	AAUP	1970	1971
New York University Law School	4	Indep.	1973	—
Niagara University	4	Indep.	1975	1979
Polytechnic Institute of New York	4	AAUP	1971	1973
Pratt Institute	4	AFT	1976	1972
St. John's University	4	AAUP/Indep.	1970	1970
Syracuse University Law School	4	Indep.	1973	—
Taylor Business Institute	2	AFT	1969	1970
Trocaire College	2	Indep.	1974	—
Utica College of Syracuse University	4	AAUP	1976	1977
Wagner College	4	AFT	1979	1974
Yeshiva University	4	Indep.	1977	—
OHIO				
Ashland College	4	AAUP	1972	1972
Dyke College	4	AFT	1975	1976
Ohio Northern University	4	NEA	1979	—
OREGON				
Western States Chiropractic College	2	Indep.	n.a.	n.a.
PENNSYLVANIA				
Moore College of Art	4	AFT	1971	1971
Robert Morris College	4	AFT	1974	1975
Spring Garden College	4	AFT	1979	—
University of Scranton	4	Indep.	n.a.	.974
RHODE ISLAND				
Bryant College of Business Administration	4	AFT	1967	1967
Rhode Island School of Design	4	NEA	1978	1979
Roger Williams College	4	NEA	1972	1973
SOUTH DAKOTA				
National College of Business	4	NEA	1976	1977
VERMONT				
Goddard College	4	AFT	1975	1976
Graduate Faculty	4	AFT	1978	1979
VIRGINIA				
Marymount College of Virginia	4	NEA	1975	1975
WEST VIRGINIA				
Salem College	4	NEA	1979	—
WISCONSIN				
Northland College	4	Indep.	1975	1979

*A blank in this column means that no contract has been signed, according to available information.